

lessee to inquire into the lessor's title to the property. It is difficult to understand why this should be so. It is true that a lessee could sue a lessor for fraudulent misrepresentation, but this is a poor remedy for a lessee who subsequently finds himself ejected from the premises he has taken on lease as a trespasser.

The proposed lessee should be asked by his solicitor at the outset whether he is fully satisfied that the lessor is entitled to grant the lease or whether he requires the lessor's title to be inquired into.

It is not only an actual owner of property who can lease property. Tenants for life, trustees for sale, mortgagees in possession, personal representatives, and some others can grant leases of property. On the other hand a property owner who is under legal disability, such as an infant or a lunatic is debarred from entering into a lease.

Tenants for Life

A "tenant for life," i.e. a person entitled during his or her life to the income derived from property, can grant a lease or leases of the whole or any part of the settled property for a term not exceeding in the case of a building lease (i.e. a lease in which the lessee buys the house built on the land but not the ground itself and pays the lessor a "ground rent"),

999 years, or, in the case of any other lease (except a mining or forestry lease), 50 years.¹ The tenant for life must, however (*inter alia*) get the best possible rent for the property and every lease must be made by a deed which must contain a proviso for re-entry on non-payment of the rent within

¹ Settled Land Act, 1925, sect. 41.